

## AGREEMENT

1.     Employment:

The CITY OF LAGUNA HILLS (City) hereby employs BRUCE E. CHANNING (Channing) as the City Manager of the City, and Channing hereby accepts that employment.

2.     Duties:

Channing shall perform those duties and have those responsibilities that are commonly assigned to a city manager of a city in California, and as may be further set forth in the City's Municipal Code. Channing shall perform such other legally permissible and proper duties and functions consistent with the office of the City Manager, as the City Council shall from time to time assign.

3.     Term:

A.     This Agreement shall be effective from January 1, 2003, through June 30, 2005, unless extended or terminated as provided herein. On or before March 30, 2004, and on each succeeding March 30<sup>th</sup> while this Agreement is in effect, this Agreement shall be automatically extended for one additional year unless, prior to such date by an affirmative vote of not less than three (3) members in attendance at any lawfully called meeting, the City Council declares its intention not to extend this Agreement for one additional year. During the period of time following the affirmative action of the City Council to not extend this Agreement, and while continuing to perform all of his duties hereunder, Channing may undertake the pursuit of new employment opportunities.

B. Channing may elect to treat the action of the City Council to not extend this Agreement (as described in A above) as a termination that entitles him to severance in accordance with Section 17 hereof, by giving written notice of such election to the City within sixty (60) days after the City Council action.

C. The City, acting through the City Council with an affirmative vote of not less than three (3) members in attendance at a lawfully called meeting, may terminate Channing's employment without cause or reason provided that Channing has been given written notice of the meeting and the intention to terminate, with the notice of intention to terminate as part of its agenda at least fifteen (15) days prior to the meeting, with actual notice of termination being given at least thirty (30) days in advance of the effective date of termination. In the event of such termination, Channing shall be provided severance pay in accordance with paragraph 17 hereof.

D. Channing may resign from his employment as City Manager at any time upon giving forty-five (45) days written notice to the City Council during the term of this Agreement; provided, however, that such notice shall not be required in the event Channing resigns at any time after receiving notice of City's intention to not extend the Agreement as set forth in Section 3.A above.

E. Notwithstanding any provision in this Agreement to the contrary, the City Council shall not take any action pursuant to paragraph 3A or otherwise terminate Channing for a period of six (6) months following any election for membership on the City Council of the City of Laguna Hills.

4. Devotion to City Business:

Channing's position as City Manager is considered a full-time position. Channing shall not engage in any other business, educational, professional or charitable activities that would conflict or materially interfere with Channing's performance of his city manager duties.

5. Salary:

A. City agrees to pay Channing for services rendered, beginning with an annual base salary of One Hundred Seventy Thousand Dollars, and no cents (\$170,000.00). Said amount shall be payable in monthly or bi-weekly installments at the same time and in the same manner as other employees of the City are paid. Other than salary increases provided by Section 5.C, increases in Channing base salary may be effective at any time in the sole discretion of the City Council.

B. The City Council shall evaluate Channing's performance during the month of October or November of each calendar year. Following the evaluation, in December of each calendar year Channing shall be entitled to a performance bonus equal to 0 – 10% of his then-current salary which shall be paid to Channing in a lump sum.

C. Channing shall be entitled to receive cost-of-living adjustments or any similar annual across-the-board increases that the City Council determines in its discretion to approve for all management employees.

D. Channing's salary increases approved by the City Council from time to time pursuant to this Agreement shall not require an amendment to this Agreement to be

effective. Such may be set forth in an annual salary resolution or minute action approved by the City Council and ratified by resolution.

6. Deferred Compensation:

As part of City Manager's annual compensation, City agrees to provide a Section 457 deferred compensation program for Channing which will be administered by the International City Management Association – Retirement Corporation (ICMA-RC), and to pay Ten Thousand Dollars (\$10,000.00) per year (effective January 1, 2003), increased by an additional One Thousand Dollars (\$1,000.00) or part thereof each year (effective January 1, 2004) until reaching the maximum annual contribution permitted under the Internal Revenue Code, into such program for Channing's benefit. This amount shall be paid in a lump sum in January of each calendar year.

7. Pension:

A. City agrees to enroll Channing as a member of the Public Employees Retirement System (PERS) in the PERS plan selected by City in its sole discretion. City shall pay for City's portion (employer's portion) and Channing's portion (employee's portion) of the contribution to the plan.

B. City shall also provide Channing with the same PARS and ICMA-RHS retiree health coverage as set forth in City Resolutions affecting other management employees.

8. Health and Medical Benefits Insurance:

A. City shall provide Channing with the same health and medical benefits plan or plans which are provided other City employees, and shall pay that portion of the employee and dependent rate or premium as is determined by the City Council for all City employees.

B. To the extent that payment of all or any portion of the dependent rate of premium is not approved by the City Council for all City employees, Channing shall be entitled to a salary increase or cash payment sufficient to cover the amount of premium or rate for dependent coverage not provided by the City, plus applicable income taxes on that amount.

9. Life Insurance:

Channing is the owner of a term life insurance policy entitled Midland Policy #T44443, which is worth Three Hundred Fifty Thousand Dollars (\$350,000.00) on Channing's life. City agrees to pay for the continuation of that policy. Channing shall also be entitled to participate in any group life insurance program approved by the City Council for all employees.

10. Physical Examination:

Each year, City shall provide Channing with an executive physical examination by a qualified physician or medical facility within Southern California of Channing's choice. Such physical examination may include a treadmill cardiovascular evaluation.

11. Equipment:

A. City shall provide Channing with a City leased or owned automobile for the term of this Agreement. City shall be responsible for all operating costs of such automobile including insurance, maintenance and repair, and gasoline. As part of his compensation, Channing shall be allowed unrestricted personal use of the automobile when not engaged in City business subject to appropriate Internal Revenue Service (“IRS”) reporting requirements.

B. City shall provide Channing with a cell phone and tollway transponder, and shall pay the monthly service and toll charges. As part of his compensation, Channing shall be allowed unrestricted personal use of the cell phone and transponder when not engaged in City business subject to IRS reporting requirements.

C. City shall pay for the purchase, installation and maintenance of compatible computer equipment (hardware, software and internet access) for Channing at his residence, primarily for his use in conducting City business; provided, however, that it is expressly understood that the equipment may be subject to incidental personal use by Channing so long as it does not interfere with its primary use.

12. Moving Expenses:

City Council desires that Channing reside in Laguna Hills and, to that end, in recognition of the higher costs of housing in Laguna Hills compared to Yorba Linda where Channing currently resides, the City Council is willing to consider providing relocation and moving assistance to Channing. If Channing relocates to Laguna Hills during the term of this

Agreement, the City Council and Channing shall mutually determine the amount of assistance and the methodology for payment of said costs to Channing. Said costs may include brokerage commissions, loan origination fees, closing costs, and such other related relocation costs as may be agreed to by the City Council and Channing. In addition, City shall pay on behalf of Channing the reasonable costs of moving his family's household items and personal effects.

13. Professional and City Business Expenses:

A. City agrees to pay the professional dues and subscriptions on behalf of Channing which are necessary for Channing's continuation or full participation in international, national, regional, state, or local associations and organizations necessary and desirable for Channing's continued professional participation, growth and advancement, or for the good of the City in an amount up to Two Thousand Dollars (\$2,000.00) per year. Furthermore, the City shall budget and pay for the professional dues and subscriptions to such additional organizations as may be approved by the City Council.

B. City agrees to pay the travel and subsistence expenses of Channing for official travel, meetings and occasions reasonably adequate to continue the professional development of Channing, and for Channing's reasonable pursuit of necessary official and other functions for the City; including, but not limited to, national, regional, state, and local conferences, governmental groups and committees upon which Channing serves as a member. Notwithstanding the above, the number of conferences or meetings City will pay for each year and attendance at out-of-state conferences and meetings shall be at the discretion of the City Council as set forth in the City's budget.

14. Vacation and Sick Leave:

A. Channing shall accrue vacation leave at the rate of thirty (30) paid days each year, in addition to recognized City holidays. Up to thirty (30) accrued but unused vacation leave days may be carried over to a subsequent year. During the term of this Agreement Channing may accumulate vacation leave up to a maximum of sixty (60) days. At any time during the term of this Agreement Channing shall be entitled to cash out accrued but unused vacation days, provided that at least ten (10) accrued but unused vacation leave days remain available. The amount paid Channing shall be based on Channing's annual base salary at the time the vacation leave is paid. Upon termination, Channing shall be paid for all accrued and unused vacation time.

B. Channing shall be deemed to have accrued twelve (12) days of paid sick leave on the date of the commencement of employment and thereafter shall accrue sick leave at a rate of twelve (12) paid days each year. Channing may accumulate a maximum of sixty (60) days sick leave. In the event of termination or resignation from employment or the non-renewal of this Agreement, Channing shall be entitled to compensation for fifty percent (50%) of the accumulated but unused sick leave, up to the maximum set forth above, or may convert the equivalent amount of sick leave to retirement credit in accordance with PERS rules and regulations.

15. Long-Term Disability and Additional Life Insurance:

In addition to the long-term disability provided to all City employees, including Channing, and in addition to the provisions of Section 9 of this Agreement regarding life insurance, the City shall annually provide Channing with the following additional individual

disability and life insurance policies: Northwestern Mutual Life Disability Income Protection Policy No. D1-037-385 and Northwestern Mutual Life Extraordinary Life Policy No. 12-872-759. At Channing's election he may either pay the premiums for these policies himself or request the City to make the premium payments directly. If Channing elects to pay the premiums himself, he shall be entitled to a salary increase or cash payment sufficient to cover the amount of the premiums.

16. Medicare:

City shall pay the employee contribution toward mandatory Medicare participation.

17. Acts Entitling Channing to Severance Compensation:

In the event this Agreement is terminated by the City Council for any reason other than for Good Cause or the City Council's decision not to extend this Agreement (and Channing does not timely make the election in Section 3.B. hereof), Channing shall be entitled to severance pay in an amount equal to his base salary as provided in Sections 5 above multiplied by the number of months remaining in the unexpired term of the Agreement; provided, however, that if the unexpired term of the Agreement is greater than thirteen (13) months, the maximum severance pay shall be equal to Channing's monthly salary multiplied by thirteen (13) months. In addition, Channing shall be entitled to continuation of his group health and medical insurance benefits set forth in Section 8 hereof for the number of months remaining in the unexpired term of this Agreement, up to thirteen (13) months or until Channing becomes employed and is entitled to group health and medical insurance benefits, whichever first occurs. "Good Cause" in this Agreement means misappropriation of public funds, or an indictment, filing of an information, plea of guilty or plea of nolo contendere for a crime involving moral turpitude. Provided,

however, if Channing is terminated for Good Cause because of an indictment or the filing of an information for a crime involving moral turpitude, and is subsequently acquitted with respect to the afore-mentioned indictment or filing of an information, he shall be entitled to thirteen months severance pay, but not to a continuance of group health and medical benefits.

18. Enforcement of this Agreement:

The prevailing party in any action brought to enforce this Agreement or resolve any dispute or controversy arising under the terms and conditions hereof shall be entitled to payment of reasonable attorney fees.

19. Notices:

Any notices to be given hereunder by either party to the other in writing may be effected either by personal delivery or by mail. Mailed notices shall be addressed to the parties as set forth below, but each party may change its address by written notice given in accordance with this paragraph. Notices delivered personally will be deemed communicated as of actual receipt. Mailed notices will be deemed communicated and received as of five (5) calendar days following the date of mailing:

CITY: City of Laguna Hills  
Attention: Mayor  
25201 Paseo de Alicia, Suite 150  
Laguna Hills, CA 92653

CHANNING: Bruce E. Channing  
21290 Via de la Reata  
Yorba Linda, CA 92887

20. Entire Agreement:

This Agreement represents the entire agreement between the parties and supersedes any and all other agreements, either oral or in writing, between the parties with respect to the employment of Channing by City, and contains all of the covenants and agreements between the parties with respect to that employment. Each party to this Agreement acknowledges that no representations, inducements, promises or agreements, oral or otherwise, have been made by either party, or anyone acting on behalf of either party, which are not embodied herein, and that no other agreement, statement or promise not contained in this Agreement shall be valid or binding upon either party.

21. Modifications:

Any modifications to this Agreement shall be effective only if in writing and signed by both of the parties hereto.

22. Effect of Waiver:

The failure of either party to insist upon strict compliance with any of the terms, covenants or conditions of this Agreement by the other party shall not be deemed a waiver of that term, covenant or condition, nor shall any waiver or relinquishment of any right or power at any one time or times be deemed a waiver or relinquishment of that right or power for all or any other times.

23. Partial Invalidity:

If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provision shall nevertheless continue in full force without being impaired or invalidated in any way.

24. Governing Law:

This Agreement shall be governed by and construed in accordance with the laws of the State of California in full force and effect as of the date of execution.

25. Indemnification:

Except for an act of misappropriation of public funds, or an indictment, the filing of an information, a plea of guilty or nolo contendere for a crime involving moral turpitude, City agrees that it shall defend, hold harmless and indemnify Channing from any and all demands, claims, suits, actions, and legal proceedings, to the maximum extent permitted by law, brought against Channing in his individual capacity for acts arising out of or omissions in the scope of his employment or as agent and employee of City. If a conflict in good faith arises with regard to defense or claims between the legal position of Channing and that of City, Channing may engage his own legal counsel, in which event City shall indemnify Channing, including direct payment of all such reasonable costs related thereto.

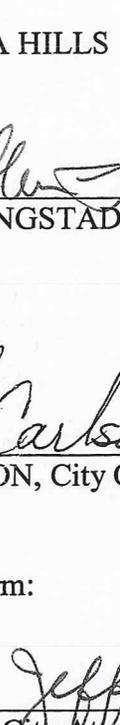
This Agreement is entered into this 18<sup>th</sup> day of March, 2003.

CITY OF LAGUNA HILLS

By:   
L. ALLAN SONGSTAD, JR., Mayor

  
BRUCE E. CHANNING

Attest:

  
MARY A. CARLSON, City Clerk

Approval As To Form:

  
LOIS E. JEFFREY, City Attorney

RESOLUTION NO. 2010-01-26-1

A RESOLUTION OF THE CITY COUNCIL OF THE  
CITY OF LAGUNA HILLS, CALIFORNIA, RATIFYING  
THE AWARD OF A PERFORMANCE BONUS TO THE  
CITY MANAGER

The City Council of the City of Laguna Hills, California, hereby finds, determines, declares, and resolves as follows:

WHEREAS, pursuant to Government Code Section 54957(b)(1), the City Council convened in closed session on December 8, 2009, for the purpose of conducting the annual performance evaluation of the City Manager; and

WHEREAS, Section 5(B) of the City Manager's Employment Agreement, dated March 18, 2003, (the "Employment Agreement") provides that the City Council shall conduct an annual performance evaluation of the City Manager and may award a performance bonus to the City Manager; and

WHEREAS, following completion of the City Manager's annual performance evaluation on December 8, 2009, the City Council reconvened in regular session and by minute action approved the award of a performance bonus to the City Manager by a vote of 4 to 1 (Council Member Carruth voting no); and

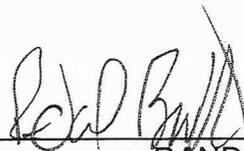
WHEREAS, the City Council hereby ratifies the action taken on December 8, 2009, to award a performance bonus to the City Manager.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF LAGUNA HILLS, CALIFORNIA, DOES RESOLVE, DECLARE, DETERMINE, AND ORDER AS FOLLOWS:

SECTION 1. The above recitals are true and correct.

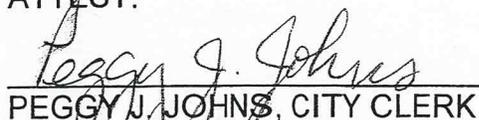
SECTION 2. The City Manager is awarded the maximum performance bonus for calendar year 2009 as authorized pursuant to Section 5(B) of the Employment Agreement.

PASSED, APPROVED, AND ADOPTED this 26th day of January 2010.



RANDAL BRESSETTE, MAYOR

ATTEST:



PEGGY J. JOHNS, CITY CLERK

STATE OF CALIFORNIA )  
COUNTY OF ORANGE ) ss  
CITY OF LAGUNA HILLS )

I, Peggy J. Johns, City Clerk of the City of Laguna Hills, California, DO HEREBY CERTIFY that the foregoing is a true and correct copy of Resolution No. 2010-01-26-1 adopted by the City Council of the City of Laguna Hills, California, at a Regular Meeting thereof held on the 26<sup>th</sup> day of January 2010, by the following vote:

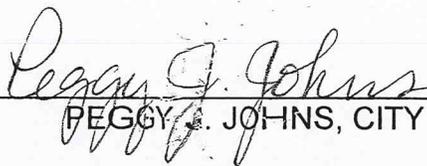
AYES: Council Members Carruth, Lautenschleger, and Mayor Pro Tempore Scott

NOES: Mayor Bressette

ABSENT: Council Member Songstad

ABSTAIN: None

(SEAL)

  
\_\_\_\_\_  
PEGGY J. JOHNS, CITY CLERK

12  
FEB 2010

RESOLUTION NO. 2008-12-09-7

A RESOLUTION OF THE CITY COUNCIL OF  
THE CITY OF LAGUNA HILLS, CALIFORNIA,  
APPROVING CHANGES TO THE  
COMPENSATION OF THE CITY MANAGER

The City Council of the City of Laguna Hills, California, hereby finds, determines, declares, and resolves as follows:

WHEREAS, pursuant to Government Code Section 54957(b)(1), the City Council convened in closed session on November 25, 2008 for the purpose of conducting the annual performance evaluation of the City Manager; and

WHEREAS, Section 5(B) of the City Manager's Employment Agreement, dated March 18, 2003, (the "Employment Agreement") provides that the City Council shall conduct an annual performance evaluation of the City Manager and may award a performance bonus to the City Manager; and

WHEREAS, following completion of the City Manager's annual performance evaluation on November 25, 2008, the City Council reconvened in regular session and by minute action approved certain changes to the City Manager's compensation by a vote of 4 to 1 (Council Member Carruth voting no); and

WHEREAS, pursuant to the terms of the Employment Agreement, and pursuant to Government Code Section 36506, the City Council hereby ratifies the action taken on November 25, 2008 to make certain changes to the City Manager's compensation.

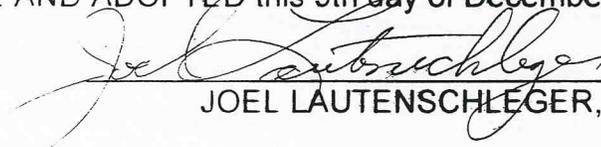
NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF LAGUNA HILLS, CALIFORNIA, DOES RESOLVE, DECLARE, DETERMINE, AND ORDER AS FOLLOWS:

SECTION 1. The above recitals are true and correct.

SECTION 2. The City Manager is awarded the maximum performance bonus for calendar year 2008 as authorized pursuant to Section 5(B) of the Employment Agreement.

SECTION 3. In addition to the vacation leave authorized pursuant to Section 14(A) of the Employment Agreement, the City Manager is awarded, on a one-time basis only for calendar year 2009, ten (10) additional paid vacation days, which shall be credited to his vacation account on January 1, 2009.

PASSED, APPROVED, AND ADOPTED this 9th day of December 2008.

  
JOEL LAUTENSCHLEGER, MAYOR

ATTEST:

  
PEGGY J. JOHNS, CITY CLERK

STATE OF CALIFORNIA )  
COUNTY OF ORANGE ) ss  
CITY OF LAGUNA HILLS )

I, Peggy J. Johns, City Clerk of the City of Laguna Hills, California, DO HEREBY CERTIFY that the foregoing is a true and correct copy of Resolution No. 2008-12-09-7 adopted by the City Council of the City of Laguna Hills, California, at a Regular Meeting thereof held on the 9<sup>th</sup> day of December 2008, by the following vote:

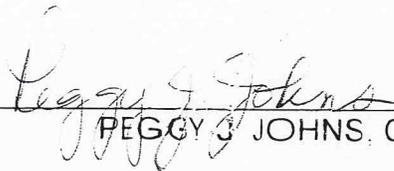
AYES: Council Members Carruth, Scott, Songstad, Mayor Pro Tempore Bressette, and Mayor Lautenschleger

NOES: None

ABSENT: None

ABSTAIN: None

(SEAL)



PEGGY J. JOHNS, CITY CLERK

DEC 9 2008  
LAGUNA HILLS  
CA

RESOLUTION NO. 2008-01-22-1

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAGUNA HILLS, CALIFORNIA, APPROVING CHANGES TO THE SALARY AND COMPENSATION OF THE CITY MANAGER

The City Council of the City of Laguna Hills, California, hereby finds, determines, declares, and resolves as follows:

WHEREAS, pursuant to Government Code Section 54957(b)(1), the City Council convened in closed session on January 8, 2008, for the purpose of conducting the annual performance evaluation of the City Manager; and

WHEREAS, Section 5(A) of the City Manager's Employment Agreement, dated March 18, 2003, (the "Employment Contract") provides that increases in the City Manager's base salary may be effective at any time in the sole discretion of the City Council; and

WHEREAS, Section 5(D) of the Employment Contract provides that salary increases approved by the City Council from time to time pursuant to the Employment Contract do not require amendment to the contract to be effective and any increases to the City Manager's base salary may be set forth in an annual salary resolution or minute action approved by the City Council and ratified by resolution; and

WHEREAS, following completion of the City Manager's annual performance evaluation on December 8, 2008, the City Council reconvened in regular session and by minute action approved certain changes to the City Manager's salary and compensation; and

WHEREAS, pursuant to the terms of the Employment Agreement, and pursuant to Government Code Section 36506, the City Council hereby ratifies the action taken on December 8, 2008 to change the City Manager's salary and compensation.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF LAGUNA HILLS, CALIFORNIA, DOES RESOLVE, DECLARE, DETERMINE, AND ORDER AS FOLLOWS:

SECTION 1. The above recitals are true and correct.

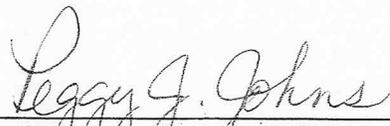
SECTION 2. Effective January 1, 2008, the City Manager's annual base salary is increased to \$226,565.

SECTION 3. The City Manager is awarded the maximum performance bonus for calendar year 2007 as is authorized pursuant to Section 5(B) of the Employment Agreement.

PASSED, APPROVED, AND ADOPTED this 22<sup>nd</sup> day of January, 2008.

  
L. ALLAN SONGSTAD, JR., MAYOR

ATTEST:

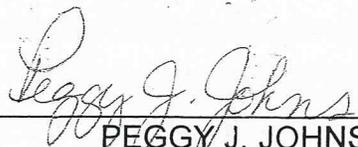
  
PEGGY J. JOHNS, CITY CLERK

STATE OF CALIFORNIA )  
COUNTY OF ORANGE ) ss  
CITY OF LAGUNA HILLS )

I, Peggy J. Johns, City Clerk of the City of Laguna Hills, California, DO HEREBY CERTIFY that the foregoing is a true and correct copy of Resolution No. 2008-01-22-1 adopted by the City Council of the City of Laguna Hills, California, at a Regular Meeting thereof held on the 22<sup>nd</sup> day of January 2008, by the following vote:

- AYES: Council Members Bressette, Carruth, Scott, Mayor Pro Tempore Lautenschleger, and Mayor Songstad
- NOES: None
- ABSENT: None
- ABSTAIN: None

(SEAL)

  
  
PEGGY J. JOHNS, CITY CLERK

RESOLUTION NO. 2006-12-12-5

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAGUNA HILLS, CALIFORNIA, APPROVING CHANGES TO THE SALARY AND COMPENSATION OF THE CITY MANAGER

The City Council of the City of Laguna Hills, California, hereby finds, determines, declares, and resolves as follows:

WHEREAS, pursuant to Government Code Section 54957(b)(1), the City Council convened in closed session on November 28, 2006 for the purpose of conducting the annual performance evaluation of the City Manager; and

WHEREAS, Section 5(A) of the City Manager's Employment Agreement, dated March 18, 2003, (the "Employment Contract") provides that increases in the City Manager's base salary may be effective at any time in the sole discretion of the City Council; and

WHEREAS, Section 5(D) of the Employment Contract provides that salary increases approved by the City Council from time to time pursuant to the Employment Contract do not require amendment to the contract to be effective and any increases to the City Manager's base salary may be set forth in an annual salary resolution or minute action approved by the City Council and ratified by resolution; and

WHEREAS, following completion of the City Manager's annual performance evaluation on November 28, 2006, the City Council reconvened in regular session and by minute action approved certain changes to the City Manager's salary and compensation; and

WHEREAS, pursuant to the terms of the Employment Agreement, and pursuant to Government Code Section 36506, the City Council hereby ratifies the action taken on November 28, 2006 to change the City Manager's salary and compensation.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF LAGUNA HILLS, CALIFORNIA, DOES RESOLVE, DECLARE, DETERMINE, AND ORDER AS FOLLOWS:

SECTION 1. The above recitals are true and correct.

SECTION 2. Effective January 1, 2007, the City Manager's annual base salary is increased to \$208,576.

SECTION 3. The City Manager is awarded the maximum performance bonus for calendar year 2006 as is authorized pursuant to Section 5(B) of the Employment Agreement.

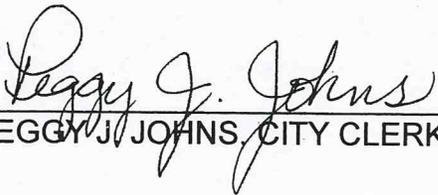
SECTION 4. In addition to the vacation leave authorized pursuant to Section 14(A) of the Employment Agreement, the City Manager is awarded, on a one-time basis only, six (6) weeks of additional vacation leave (i.e., thirty (30) additional paid vacation days), which shall be credited to his vacation account on January 1, 2007.

PASSED, APPROVED, AND ADOPTED this 12th day of December 2006.



MELODY CARRUTH, MAYOR

ATTEST:

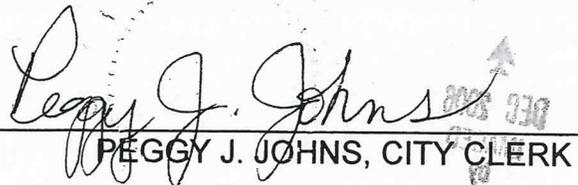
  
PEGGY J. JOHNS, CITY CLERK

STATE OF CALIFORNIA )  
COUNTY OF ORANGE ) ss  
CITY OF LAGUNA HILLS )

I, Peggy J. Johns, City Clerk of the City of Laguna Hills, California, DO HEREBY CERTIFY that the foregoing is a true and correct copy of Resolution No. 2006-12-12-5 adopted by the City Council of the City of Laguna Hills, California, at a Regular Meeting thereof held on the 12<sup>th</sup> day of December 2006, by the following vote:

AYES: Council Members Bressette, Lautenschleger, Scott, Mayor Pro Tempore Songstad, and Mayor Carruth  
NOES: None  
ABSENT: None  
ABSTAIN: None

(SEAL)

  
PEGGY J. JOHNS, CITY CLERK

RESOLUTION NO. 2003-03-18-1

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAGUNA HILLS, CALIFORNIA, APPROVING THE CITY MANAGER EMPLOYMENT AGREEMENT AND AUTHORIZING EXECUTION OF THE AGREEMENT

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF LAGUNA HILLS, CALIFORNIA, DOES RESOLVE, DECLARE, DETERMINE, AND ORDER AS FOLLOWS:

SECTION 1. The City Council hereby approves, and the Mayor is authorized to execute, the City Manager Employment Agreement ("Agreement") attached hereto as Exhibit "A" and incorporated herein by this reference.

SECTION 2. The attached Agreement supersedes and replaces in its entirety the City Manager Employment Agreement approved on December 20, 1991, and all subsequent amendments thereto. All pertinent Resolutions, beginning with Resolution No. 91-34 are hereby rescinded.

PASSED, APPROVED, AND ADOPTED this 18<sup>th</sup> day of March 2003.

  
L. ALLAN SONGSTAD, JR., MAYOR

ATTEST:

  
MARY A. CARLSON, CITY CLERK

STATE OF CALIFORNIA )  
COUNTY OF ORANGE ) ss  
CITY OF LAGUNA HILLS )

I, Mary A. Carlson, City Clerk of the City of Laguna Hills, California, DO  
HEREBY CERTIFY that the foregoing is a true and correct copy of Resolution No.  
2003-03-18-1, adopted by the City Council of the City of Laguna Hills, California, at an  
Adjourned Regular Meeting thereof held on the 18<sup>th</sup> day of March 2003, by the following  
vote:

AYES: Council Members Bressette, Carruth, Scott, Mayor Pro  
Tempore Lautenschleger, and Mayor Songstad

NOES: None

ABSENT: None

ABSTAIN: None

(SEAL)

  
\_\_\_\_\_  
MARY A. CARLSON, CITY CLERK